Osborne v. *Grand T. Ry. Co.,* 87 Vt. 104, 88 Atl. 512, Ann. Cas. 1916C 74. Some cases hold that if the party who made the entry cannot be compelled to appear, his testimony may be dispensed with. *Vinol* v. *Gilman,* 21 W. Va. 321, 45 Am. Rep. 562. Many courts still apply strictly the rule requiring authentication. *Randall* v. *Borden,* (Tex. Civil App.), 164 S. W. 1063; *Little Rock Granite Co.* v. *Dallas County,* 66 Fed. 522, C. C. A. 620

EVIDENCE—VALUE OF SERVICES MEASURED BY UNION SCALE.—Plaintiff sued on a mechanic's lien to recover for labor and materials used in doing plumbing for defendant. Evidence was admitted showing the union rate of wages for journeymen plumbers. Defendant objected because it had not been shown that the contract was based upon union prices. *Held,* that the trial court properly admitted the evidence. *Schalich* v. *Bell,* (Cal. 1916), 161 Pac. 983.

In determining the value of services courts have quite generally excluded evidence tending to show rewards for similar services in analogous cases, because it raises too many collateral issues; yet it would seem that such a method of showing the proper amount of recovery would be most accurate. *Harris* v. *Russell,* 93 Ala. 59, 9 So. 541; *McKnight* v. *Detroit & M. Ry. Co.,* 135 Mich. 307, 97 N. W. 772. In *Seurer* v. *Horst,* 31 Minn. 479, 18 N. W. 283, proof of wages received by another employee of defendant was excluded as not being evidence of the value of plaintiff's services. To the same effect is *Forey* v. *Western Stage Co.,* 19 Ia. 535. To show the reasonableness of fees charged for services of a physician or an attorney, evidence is usually rejected as to fees charged in previous similar cases. *Collins* v. *Fowler,* 4 Ala. 647; *Robbins* v. *Harvey,* 5 Conn. 335. Some courts allow value received for similar services to be shown, but in such cases it is always difficult to show sufficient similarity. *Maurice* v. *Hunt,* 80 Ark. 476, 97 S. W. 664; *Peters* v. *Davenport,* 104 Ia. 625, 74 N. W. 6; *Krammen* v. *Meridean M. Co.,* 58 Wis. 399, 17 N. W. 22. The practical difficulty of establishing the value of personal services is well illustrated in a New York case where the plaintiff had personally cared for a very corpulent man, kept his house, and done his sewing. Plaintiff's witness was allowed to show what she was accustomed to pay for such services under similar circumstances. The court recognized the difficulty of the situation and remarked, "In this we see no error. It was, as we have said, the best that the situation permitted the plaintiff to do." *Edgecombe v. Buckhout,* 146 N. Y. 332, 40 N. E. 991, 28 L. R. A. 816. In view of the present difficulty of determining the value of services of the various trades, it would seem that the union scale of wages would be a dependable and fair basis. Incidentally, the court's recognition of union wages as a fair scale offers a bit of encouragement to labor organizations.

INJUNCTION—TO PREVENT SOLICITATION OF CUSTOMERS BY FORMER EMPLOYEE.—For a number of years the defendant was a driver and solicitor for the plaintiff laundry company. He left the employ of the latter suddenly and began soliciting the plaintiff's customers for a rival laundry. Few, if any, of the customers knew of the defendant's change of employment.

The lower court granted an injunction restraining the defendant from soliciting the business, but not from receiving the laundry, of the plaintiff's customers. The plaintiff appealed, contending that the defendant should be restrained from receiving laundry from the plaintiff's customers. *Held,* the decision of the trial court should be affirmed. *New Method Laundry Co.* v. *MacCann,* (Calif. 1916) 161 Pac. 990.

An express agreement not to use business secrets, which an employee has learned, is not necessary in order to grant equitable relief. *Stevens & Co.* v. *Stiles,* 29 R. I. 399, 71 Atl. 802, 20 L. R. A. N. S. 933; *MacBeth-Evans Glass Co.* v. *Schnelbach,* 239 Pa. 76, 86 Atl. 688. The ground of the jurisdiction is to prevent a breach of the trust and confidence necessary between employer and employee. In *Empire Steam Laundry Co.* v. *Lozier,* 165 Cal. 95, 130 Pac. 1180, 44 L. R. A. N. S. 1159, the same court held, in a case precisely similar, that the defendant should be restrained from soliciting or receiving laundry from the plaintiff's customers. The decree in this case has been criticized as being too broad. See 1 CAL. L. REV. 385. It is possible that even the decree in the principal case might be said to be too broad. There are some well considered cases which hold that an employee may solicit his former employer's customers so long as he does so in a fair manner. *Grand Union Tea Co.* v. *Dodds,* 164 Mich. 50, 128 N. W. 1090, 31 L. R. A. N. S. 260; *Robb* v. *Green,* [1895]2 Q. B. 1. This doctrine seems just, for it puts the employee under no disability to earn a living because of his former employment. There are, however, decisions in which injunctions have been granted, quite as sweeping in extent as in the principal case. *People's Coat, Apron & Towel Co.* v. *Light,* 157 N. Y. Supp. 15; *Stevens & Co.* v. *Stiles,* supra.

MARRIAGE—UNCLE AND NIECE.—The defendant and her uncle were domiciled in the state of Maryland where there was a statute which forbade a marriage between uncle and niece and declared it to be void. They went to Rhode Island and were married, the marriage being valid there. They came back to Maryland and the husband died soon after, leaving most of his property to the defendant. The plaintiff, a nephew of the husband, sued to have the marriage declared null and void. *Held,* that the marriage being valid in Rhode Island was valid in Maryland—at least could not be questioned after the death of one of the parties. *Fensterwald* v. *Burk* (Md. 1916) 98 Atl. 358.

The general rule is that a marriage valid at the place where performed is valid everywhere. *Sutton* v. *Warren,* 10 Met. (Mass.) 451; *Harrison* v. *Harrison,* 22 Md. 468. To this rule it has been held there are two exceptions: the first a marriage which is regarded as incestuous or contrary to the laws of God and Christendom; the second a marriage which is contrary to a settled state policy and prohibited by statute. *Pennegar* v. *State of Tennessee,* 87 Tenn. 244, 2 L. R. A. 703. It is universally held that a marriage between parties in the lineal descending or ascending line or between brother and sister is incestuous and contrary to the laws of God. STORY, CONFLICT OF LAWS, 113, 114. There is more difference of opinion as to marriages between